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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF NEW YORK

FULL CIRCLE UNITED, LLC,

Plaintiff,

vs.

BAY TEK ENTERTAINMENT, INC.,

Defendant.

BAY TEK ENTERTAINMENT, INC.,

Counterclaim Plaintiff,

vs.

FULL CIRCLE UNITED, LLC,

Counterclaim Defendant,

and

ERIC PAVONY,

Additional Counterclaim
Defendant.

Case No.

1:20-cv-03395

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REMOTE VIDEO-RECORDED DEPOSITION OF ERIC PAVONY

June 13, 2022

Volume I

Reported by:

KATHY S. KLEPFER, RMR, RPR, CRR, CLR

JOB NO. 211444

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trademark.

MS. LEPERA: Okay. Let me mark another exhibit. This is Full Circle United's Amended Response to Bay Tek Entertainment, Inc.'s Second Set of Requests for Admission.

What are we up to, 5?

MS. NGUYEN: 5.

(Pavony Exhibit 5, Full Circle United, LLC's Amended Response to Bay Tek Entertainment, Inc.'s Second Set of Requests for Admission, marked for identification, as of this date.)

BY MS. LEPERA:

Q. Okay. Let's turn to the number 34, please.

Let me ask you this, basically. And you should take a minute and to look at the document.

Did you review, before these were answered and submitted to Bay Tek counsel, the answers to this set of admissions?

A. Did I review them before they were submitted?

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2 Q. To us, correct.

3 A. Can you scroll up? I just want to

4 make sure I know what the document is.

5 MS. NGUYEN: You have power to scroll,

6 Mr. Pavony.

7 THE WITNESS: Oh, right. Right.

8 Right. Right.

9 BY MS. LEPERA:

10 Q. I don't know how much you want to see.

11 It's got quite a number of requests.

12 A. I just want to see the top so I'm

13 familiar with what the actual document is.

14 Give me a sec. Give me a sec.

15 Q. Sure.

16 A. Okay. All right. Yeah, I'm familiar

17 with this document, yeah.

18 Q. Okay. Terrific.

19 So if you look at number 34, there was

20 a request that Full Circle United admit that it

21 held no ownership rights in the Skee-Ball mark.

22 Do you see that?

23 A. Yeah.

24 Q. Bunch of objections, and then it

25 admits it's not the owner of the trademark

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2 A. Okay.

3 Q. Will that help you without dates?

4 A. Yeah, if you're referring to -- if
5 you're referring to in a document, it would help
6 me if I can see it.

7 MS. LEPERA: It's First Set of
8 Interrogatories Number 1.

9 MS. NGUYEN: This is Pavony 6.

10 (Pavony Exhibit 6, Eric Pavony's
11 Amended Answers to Bay Tek Entertainment,
12 Inc.'s First Set of Interrogatories to Eric
13 Pavony, marked for identification, as of
14 this date.)

15 BY MS. LEPERA:

16 Q. Full Circle United Amended Answers to
17 Bay Tek's First Set of Interrogatories, Number
18 4.

19 Go to number 4. So, going down, you
20 can read -- you can read the interrogatory, Mr.
21 Pavony, okay?

22 You see that question?

23 MS. NGUYEN: I'll give you access.

24 A. I take over -- I'll take over the
25 scrolling.

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2 (Pavony Exhibit 7, Document

3 Bates-stamped FCU_EXPERT_0001098 through

4 1120, marked for identification, as of this

5 date.)

6 BY MS. LEPERA:

7 Q. FCU_EXPERT_000100 CONFIDENTIAL.

8 Turn to the next -- first, let's go to

9 the top. You see that this is your name is

10 listed here, Eric Pavony, correct?

11 A. Uh-huh. Yeah.

12 Q. Okay. And is that your correct

13 address in Austin?

14 A. Yeah.

15 Q. Okay. Move down.

16 Keep going. There's NSCL Tour.

17 Keep going.

18 Right there. You see the domain

19 renewal of NationalSkeeBallLeague.com?

20 A. I see NationalSkeeBallLeague.com?. 8

21 Q. You did?

22 A. I see it, yeah.

23 Q. And you had no right to do that,

24 correct?

25 MR. SKIBELL: Objection. Calls for a

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2 legal conclusion.

3 A. Can you go back to the document for me
4 for a second?

5 I think -- I thought -- you know, I'm
6 not an attorney and -- but I thought this was
7 reference to the trademark registration.

8 Q. So you see where it says, Mr. Pavony,
9 that you're not going to register or otherwise
10 assert an ownership interest or right in any
11 Live Play phrase and slogan, see that?

12 A. I see it, yeah.

13 Q. Do you not understand that a domain
14 name is ownership -- ownership of an actual
15 asset, a domain name?

16 MR. SKIBELL: Objection. Outside the
17 scope of the 30(b)(6). Calls for a legal
18 conclusion.

19 If you have an understanding, you can
20 answer.

21 A. I don't really -- I don't have any
22 understanding exactly as to the distinction that
23 you're trying to make between a domain name or a
24 registered -- registration of a trademark.

25 Q. You thought you had a right to get a

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2 domain name in NationalSkeeBallLeague.com?

3 MR. SKIBELL: Same objections.

4 A. I thought we were granted the license
5 and the rights to use those phrases, yeah.

6 Q. Okay. So the -- where is the domain
7 name now? Who owns it? Do you still have it in
8 your name?

9 A. I imagine so. Yeah.

10 MR. SKIBELL: Objection to form.

11 THE WITNESS: I'm sorry. I'm sorry,
12 Reid.

13 MR. SKIBELL: You can answer.

14 THE WITNESS: I -- I assume so. I
15 believe that -- I mean, you know, also, I'm
16 not -- I -- we probably -- I mean, we told
17 Bay Tek that we had, you know, certain
18 domains. We registered NSBL.com and we, you
19 know, we used that along with -- with Bay
20 Tek.

21 So like they -- they understood that
22 we had certain domain names that we were
23 allowed to use the phrase of, right? So
24 like you were saying that the -- the -- the
25 right is granted to FCU to use these phrases

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you have a problem. Don't waste our time here.

MS. LEPERA: This witness has to answer every contract -- every question about this contract under law.

MR. SKIBELL: He is answering your questions. You're critiquing all his answers, and all I did was ask you not to critique his answers.

BY MS. LEPERA:

Q. Going back to try to get clarity with you, Mr. Pavony, I am trying to get you to tell me --

Well, first of all, Eric Pavony is separate from Full Circle, correct?

A. In what regard? In what way are you asking?

Q. Full Circle is a corporate entity, right? A limited liability company, correct?

A. Okay.

Q. Full Circle is the one that has the license agreement with SBI, not Eric Pavony, correct?

A. Full Circle United, yeah, yes, but

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2 I'm -- I'm the sole owner of Full Circle United,
3 yeah.

4 Q. So why -- what gives you the right to
5 register these domain names in your personal
6 name?

7 MR. SKIBELL: Objection. Calls for a
8 legal conclusion.

9 A. Yeah, I can't -- I can't speak to
10 that. I don't really understand what -- if
11 you're talking about like domain law, I am not
12 very familiar with that.

13 Q. With what? Family law, you said?

14 A. Domain law or URL law. I don't know
15 if there's a specific title for that kind of
16 law.

17 Q. Eric Pavony has no rights, including
18 any license right, with respect to the trademark
19 Skee-Ball, correct?

20 MR. SKIBELL: Same objection.

21 A. I -- I -- I'm not an attorney. I
22 can't speak to that really, but Full Circle
23 United has the license, if that's what you're
24 trying to imply; but I own Full Circle United.

25 Q. But you don't -- you're not a

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2 We're on the record.

3 MS. LEPERA: Good. All right.

4 BY MS. LEPERA:

5 Q. Mr. Pavony, back to my question,
6 please. If you could identify any investors in
7 Full Circle who did not get an equity interest
8 but who otherwise invested, not including Bay
9 Tek. I don't want to hear about Bay Tek.

10 You're on mute.

11 A. Sorry.

12 I heard you, though.

13 Yes, correct, outside of Bay Tek, Full
14 Circle doesn't have any other investors.

15 Q. And currently -- okay, my question may
16 be more expansive to include let's say the
17 entire time period from 2014 to the present in
18 that question. Not just current.

19 A. From 2014 to the present, does -- did
20 FCU ever get any investors that were not equity
21 investors?

22 Q. Correct.

23 A. Outside of Bay Tek.

24 No.

25 Q. Okay. And so who is Veridis, if you

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know?

A. Veridis. Yeah, I know Veridis. They are a finance company.

Q. Did they provide financing to Full Circle?

A. Litigation financing.

MR. SKIBELL: Eric -- wait. Stop, Eric. I'm directing you not to answer that question. I'm also objecting on the basis of relevance.

Q. Does Veridis -- does Veridis have any liens or a security interest in connection with Full Circle's business?

MR. SKIBELL: Again, Eric, I direct you not to answer and object on the basis of relevance.

MS. LEPERA: Well, the relevance would be a potential violation of the assignment provision of the license agreement, which we're entitled to explore because if there's been any encumbrance imposed on any asset of Full Circle, including the license agreement, by a third party.

MR. SKIBELL: You can -- same

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person is like an individual competition versus like a team competition, which could be a doubles format, you know, which we have, or a -- or three rollers on a team where, like, you know, or even more. You know, there's different -- we have several different types of competitor formats for team play or for individual play.

So it's either individuals competing against each other or teams competing against each other, yeah.

Q. So in these non-four -- let's start with the ones that you identified when we were talking about the number of states. In each of those events, how many --

First of all, were they leagues or were they tournaments?

A. In which states?

Q. Every one you mentioned: Boston, Mass.; uptown Minnesota; uptown Des Moines; New Orleans, Half Moon; Cheesie's, Chicago; Portland, Oregon; Seattle; Gainesville; Philadelphia; and Hoboken.

A. Oh, those specifically, that was a --

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1
2 I would call that -- that was like a Live Play
3 event, right? So that was a tournament that was
4 held over the course of many months.

5 The format of that was -- that was the
6 Skee-Ball Open you're referring to, which --
7 which was held over the course of -- I believe
8 that tournament was held over the course of,
9 like, I want to say four months.

10 Q. Which state are we talking about?

11 A. All the ones that you were just
12 referring to.

13 Q. Okay. So, in each of those states,
14 there was a one-time, approximately, four-month
15 tournament?

16 A. In all of those states that you just
17 referenced, yes. Like the Skee-Ball Open was,
18 you know, like, you know, when -- when you have
19 a tournament, there's several different ways
20 that you can format that tournament, so how it
21 works, how it flows, and that one in particular
22 was Skee-Ball Open, which -- which was several
23 months of competitions leading up to -- leading
24 up to a finale for the rollers that qualified
25 for the Rollers Tourn- -- which is called the

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2 Rollers Tournament.

3 So several hundred rollers were
4 competing in those states and others, and then
5 it culminated in dramatic fashion with this
6 one -- one event that was the finale event.

7 Q. Okay. And that's what you say
8 happened in each one of these, including the
9 Cheesie's Pub in Chicago?

10 A. Right, the -- yes, the rollers were
11 competing as part -- part of the tournament in
12 those respective cities to try to qualify for
13 the -- for the Rollers Tournament, which was the
14 grand finale.

15 Q. Do you have any documentation that
16 evidences the number of rollers and the length
17 of those competitions in each of these states?

18 A. I don't have it on me handy, but I --
19 I mean, I could -- yes, we have doc- -- we have
20 documentation of that data, sure.

21 Q. Do you know whether or not it's been
22 produced?

23 A. I don't.

24 Q. One of your topics is you have
25 evaluated the document production compliance.